

IN THE CHANCERY COURT OF DAVIDSON COUNTY, TENNESSEE
FOR THE TWENTIETH JUDICIAL DISTRICT, AT NASHVILLE

STATE OF TENNESSEE,
Plaintiff,

v.

TERRY W. NOEL,

Defendant.

AGREED ORDER GRANTING TEMPORARY INJUNCTION

The State's Motion for Temporary Injunction came to be heard on July, 1996. Based upon the agreement of the parties and the record herein, the Court finds that the Plaintiff's Motion for Temporary Injunction should be granted.

The parties agree and the Court concurs that it is highly likely that the State will succeed on the merits of this action in showing that Defendant has violated Tenn. Code Ann. §§ 23-3-101, *et seq.* ("unauthorized practice of law statute" or "UPL statute") and the Tennessee Consumer Protection Act of 1977, Tenn. Code Ann. §§ 47-18-101, *et seq.*, ("TCPA") through Defendant's conduct as detailed in the State's Motion with exhibits, Supporting Memorandum, and Complaint. Furthermore, the parties agree and the Court concurs that the public equities advanced by the State outweigh the private equities of the Defendant, and therefore, an agreed statutory temporary injunction shall issue.

I.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Defendant, Terry W. Noel, individually and his employees, agents, successors and assigns, and other persons in active concert or participation with the Defendant, shall be hereby temporarily enjoined from engaging, directly or indirectly, in the following conduct:

- (1) Defendant shall not engage in the practice of law or law business in the State of Tennessee;
- (2) Defendant shall not engage in any act or practice that violates Tenn. Code Ann. §§ 23-3-101, *et seq.* relating to the unauthorized practice of law;
- (3) Defendant shall not engage in any unfair or deceptive acts or practices in the conduct of its business and shall fully comply with all applicable provisions of the Tennessee Consumer Protection Act of 1977, Tenn. Code Ann. §§ 47-18-101, *et seq.*;
- (4) Defendant shall not, directly or indirectly, represent, state, promote, advertise, claim or imply that Defendant is an "attorney," "attorney at law," "lawyer" or term or phrase of similar import, if Defendant does not possess a valid license to practice law in the State of Tennessee;
- (5) Without limiting the scope of paragraphs 1 and 2, Defendant shall not appear in any court in the State of Tennessee representing any person or business other than himself;
- (6) Without limiting the scope of paragraphs 1 and 2, Defendant shall not make or prepare any filings with any court in the State of Tennessee on behalf of any person or business other than himself;
- (7) Without limiting the scope of paragraphs 1 and 2, Defendant shall not accept the appointment by any court to represent any person as an attorney in the State of Tennessee;
- (8) Without limiting the scope of paragraphs 1 and 2, Defendant shall not accept or deposit into his accounts any monies from any person for legal services performed by Defendant. Defendant shall immediately provide any such monies received under fee agreements entered into before the entry of this Order to the attorney appointed pursuant to section III of this Order;
- (9) Defendant shall not transfer or otherwise remove any assets from his offices or any bank accounts that contain funds relating to his representation of persons as an attorney or any escrow type funds. Further, on the day of entry of this Order, Defendant shall provide the court with an accounting of all assets in his possession relating to his representation of clients and a list of all bank accounts and the amounts in those accounts.

II.

Defendant has been advised of his right to legal counsel in connection with this matter. Defendant has expressly waived his right to counsel in this case by executing this Order.

III.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the parties agree and the Court concurs that this Court shall appoint an attorney with the same powers as those set forth in Rule 9, Section 22 of the Rules of the Supreme Court of Tennessee relating to the Appointment of Counsel to Protect Clients' Interest. The Court hereby appoints _____ to inventory the files of Defendant Terry W. Noel in the same manner contemplated by Rule 9, Section 22 of the Rules of the Supreme Court of Tennessee. The appointed attorney shall take whatever action he or she deems indicated or necessary to protect the interests of the persons which Defendant Terry W. Noel represented.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defendant Terry W. Noel shall immediately provide access to all files and records to the attorney so appointed by this Court. Defendant Noel shall also execute any and all necessary documents to permit the appointed attorney to use funds from Defendant Noel's escrow or other office accounts to handle any and all financial matters indicated or necessary to protect the interests of the persons which Defendant Terry W. Noel represented. By signing this Agreed Temporary Injunction, Defendant Noel further warrants and represents that since he was first contacted about this matter by the Attorney General's Office on Friday, July 26, 1996, he has made no withdrawals from any such accounts other than those necessary in the customary course of business.

IV.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that this injunction shall remain in full force and effect pending further Orders of this Court. Defendant agrees to provide notice of this Order to all of his employees, agents, successors and assigns, and other persons in active concert or participation with the Defendant on the day of entry of this Order.

V.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the Defendant Terry W. Noel shall within ten days provide a copy of the attached Notice (Notice A) to all persons that have employed Defendant to provide legal services in the past or currently. This Notice is to be provided by First Class U.S. Mail to said person's last known address and at the completion of sending such Notice Defendant shall certify to counsel for the Plaintiff that the sending of Notices is complete and provides counsel for the Plaintiff with a list at the name and address at all persons to whom said Notice was sent. Defendant shall abide by all terms set forth in the Notice.

VI.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the Defendant Terry W. Noel shall within ten days provide a copy of the attached Notice (Notice B) to any Court in the State of Tennessee in which Defendant has made an appearance or filed any paper. This Notice is to be provided by First Class U.S. Mail to the Clerk at such Court and at the completion of sending such Notices Defendant shall certify to counsel for the Plaintiff that the sending of Notices is complete and provide counsel for the

Plaintiff with a list of the name and address of all courts to whom said Notice was sent. Defendants shall abide by all terms set forth in the Notice.

VII.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the Court shall retain jurisdiction of this matter for all purposes.

VIII.

Pursuant to Tenn. Code Ann. § 47-18-109(a)(4) and § 23-3-103(c)(3), the State is not required to provide a security bond.

IX.

Defendant agrees to pay all court costs associated with this Agreed Temporary Injunction. No costs shall be taxed to the State as provided by Tenn. Code Ann. § 47-18-116.

SO ORDERED